

REMARKS

This application has been reviewed in light of the Office Action dated April 11, 2008. Claims 1, 45-46, 48-50, 54-56, 60 and 64-67 are presented for examination, of which Claims 1, 45, 46, 48, 54 and 60 are in independent form. Claims 48-50, 54-56 and 60 have been amended to define still more clearly what Applicant regards as his invention. Claims 64-67 have been added to assure Applicants of a full measure of protection. Favorable reconsideration is respectfully requested.

In the outstanding Office Action, Claims 1, 45, 46, 48-50, 54-56 and 60 were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 5,708,909 (Yamashita).

As discussed in the specification, the present invention has been made to allow efficient management and maintenance of plural information handling equipments in a network environment. One embodiment of the present invention automates the preparation of printer maintenance contracts, with terms typically including work start/end date and unit work charge, by generating a new maintenance contract based on an existing one.

Claim 1, recites, among other features, “a search unit that searches for *first information related to a contract* corresponding to the first ID received by said reception unit; a generation unit that *generates second information related to a contract for the second printing apparatus, based on the first information* searched for by said search unit and machine types of the first and second printing apparatuses... wherein the contract is related to at least one of *contract term and maintenance of the printing apparatus.*”

The features recited above are not believed to be disclosed or taught in *Yamashita*. As Applicants understand, *Yamashita* relates to an equipment management system where a copier at a user site registers during installation with a host computer at a maintenance company that is responsible for maintaining the copier for the user (the “maintenance host”; col. 2, lines 4-8, of *Yamashita*), which in turn transfers the registration information to a host computer at a lease company that has leased the copier to the user (the “lease host”; col. 1, lines 48-51, of *Yamashita*), which upon receipt of the registration information becomes ready to set a communication date for receiving/processing data – usage reports for billing purposes – from the copier (col. 3, lines 38-41, of *Yamashita*). As the lease host’s receipt of a copier’s registration information is deemed key to the communication between the copier and the lease host, the lease host keeps track of whether it has received a copier’s registration information. Therefore, the invention of *Yamashita* concerns the management of registration information (and communication dates) of copiers rather than maintenance contracts of printing apparatus.

The portion of *Yamashita* cited in the Office Action as disclosing the search unit of Claim 1 (Fig. 8 of *Yamashita*) shows a list of copiers with unfixed communication dates for the transmission of billing reports. While the search unit searches for maintenance contract information that relates to a particular printing apparatus, Applicants do not see anything in *Yamashita* that suggests in any way that the formation or use of the list shown in Fig. 8 involves a search for maintenance contract information that relates specifically to a particular printing apparatus.

Since *Yamashita* does not have the search unit of Claim 1, there is nothing in *Yamashita* that could correspond to the recited generation unit, since the generation unit is stated in Claim 1 to operate based, in part, on information produced by the search unit.

Specifically, the portion of *Yamashita* cited as disclosing the generation unit of Claim 1 (col. 8, lines 7-49) appears merely to discuss the assignment of a copier ID taking into account information about the associated maintenance company. This does not meet the terms of the generation unit of in terms of generating a maintenance contract for a printing apparatus. Even taking the copier ID information as being information about existing contracts, there is no discussion of generating a new contract.

In addition, the Office Action states that, as Applicants understand, since *Yamashita* discloses comparing a record of initialized abut unregistered copiers with that of registered copiers, it necessarily discloses generating a new contract for one copier based on an existing contract for another copier. It is not clear to Applicant how such a inference can be made because there is no apparent relationship between registration information and maintenance contract information.

For at least these reasons, Claims 1 is believed to be allowable over *Yamashita*.

As explained in the Amendment of January 11, 2008, Claim 48 is sufficiently similar to Claim 1 that it is believed to be allowable over *Yamashita*. Nonetheless, Claim 48 has been amended for the sake of greater clarity, and is also believed to be allowable, for at least the following additional reasons.

Independent Claim 48 is directed to a management system for managing contracts for a plurality of printing apparatuses. The claimed system comprises a first

reception unit, which receives a first ID for specifying a first printing apparatus for which a contract has been made and a second ID for specifying a second printing apparatus as an apparatus to be newly managed, where the first printing apparatus and the second printing apparatus are different from each other. A second reception unit receives a user instruction indicating whether or not a contract for the second printing apparatus is to be made based on the contract for the first printing apparatus in case of replacing the first printing apparatus by the second printing apparatus. A search unit searches for first information related to the contract corresponding to the first ID received by the first reception unit, when the second reception unit receives the user instruction indicating that the contract for the second printing apparatus is to be made based on the contract for the first printing apparatus. In addition, a generation unit generates second information related to the contract for the second printing apparatus, based on the first information searched for by the search unit and machine types of the first and second printing apparatuses, and also generates third information related to a new contract regardless of the printing apparatus managed in the past, when the second reception unit receives the user instruction indicating that the contract for the second printing apparatus is not to be made based on the contract for the first printing apparatus. Also, according to Claim 48, the contracts are related to a charge amount for printing per sheet in the plurality of printing apparatuses (as described in Figs. 22, 23), the generation unit generates the second information based on a charge condition determined in accordance with the machine types of the first and second printing apparatuses (see Figs. 24, 25), and if the machine type of the first printing apparatus is a printer and the machine type of the second printing apparatus is a copier, the charge condition is determined such that the charge amount for printing per sheet in the contract

for the second printing apparatus is discounted as compared to that in the contract for the first printing apparatus (see Fig. 24, page 50).^{1/}

One very important feature of the aspect of the invention that is recited in Claim 48 is that, if the second reception unit receives a user instruction indicating that a contract for the second printing apparatus is to be made based on the contract for the first printing apparatus in a case of replacing the first printing apparatus by the second printing apparatus, the generation unit generates second information related to the contract for the second printing apparatus, based on the first information related to the contract for the first printing apparatus and machine types of the first and second printing apparatuses. When the second reception unit receives a user instruction indicating that the contract for the second printing apparatus is *not* to be made based on the contract for the first printing apparatus, the generation unit generates third information related to a new contract regardless of the printing apparatus managed in the past.

Another very important feature of the system of Claim 48 is that the contracts are related to a charge amount for printing per sheet in the plurality of printing apparatuses, and that, if a printer (first printing apparatus) is replaced by a copier (second printing apparatus), the generation unit generates the second information based on a charge condition determined such that the charge amount for printing per sheet in the contract for the second printing apparatus is discounted as compared to that in the contract for the first printing apparatus. Since copiers are used for more purposes than are printers, when a printer is replaced by a copier, it is expected that more print sheets will be used. Therefore,

^{1/} It is of course to be understood that the claim scope is not limited by the details of this or any other particular embodiment that may be referred to.

it is practical to discount the charge amount for printing per sheet in the copier. (This can be applied also to cases where a color printer is replaced by a monochromatic copier or a monochromatic printer as recited in dependent Claims 61-64; see Fig. 24.)

According to Claim 48, thus, when an old printing apparatus, for which a contract has been made, is replaced by a new printing apparatus, contract information for the new printing apparatus can be generated simply by updating the existing contract information for the old printing apparatus. Furthermore, the new contract information is generated in view of machine types of the old and new printing apparatuses.

Yamashita states at column 2, lines 43-46: “different transmission times need to be allocated to different devices in advance, in order to prevent conflict of transmission times among the devices under contract.” It is clear that *Yamashita* is concerned entirely with situations that are completely different from the replacement of an old printing apparatus by a new printing apparatus, which the system of Claim 48 is able to handle.

Yamashita further describes at column 8, lines 7-59, that in the situation where maintenance company A manages copier X1 with ID125, maintenance company B manages copier X6 with ID125, and lease company C leases both copiers X1 and X6, host computer Q1 at lease company C manages the copiers with the IDs and with codes allocated to the maintenance companies, such as “ID125, code WXYZ” for copier X1 and “ID125, code ABCD” for copier X6.

Yamashita still further describes at column 10, lines 32-63, that host computer Q1 at lease company C has a list of entries with unfixed communication date 40, as shown in Fig. 8, so that copiers with unfixed communication date may be managed. A

copier data screen 40 is provided for checking detailed information on the data of the copier registered. Applicants submit that *Yamashita* is silent as to how the copier data screen 40A is generated.

Applicants submit that *Yamashita* thus fails to teach or suggest the important features of Claim 48 discussed above, and in particular, does not disclose or suggest the recited second reception unit, search unit or generation unit.

For these reasons, also, therefore, Claim 48 is believed to be allowable over *Yamashita*.

Independent Claims 45, 46, 54 and 60 are each respectively either a method or a computer-memory-medium claim corresponding to one or the other of system Claims 1 and 48, and are believed to be patentable for at least the same reasons as discussed above in connection with the respective latter claims.

A review of the other art of record has failed to reveal anything which, in Applicants' opinion, would remedy the deficiencies of the art discussed above, as a reference against the independent claims herein. Those claims are therefore believed patentable over the art of record.

The other claims in this application are each dependent from one or another of the independent claims discussed above and are therefore believed patentable for the same reasons. Since each dependent claim is also deemed to define an additional aspect of the invention, however, the individual consideration or reconsideration, as the case may be, of the patentability of each on its own merits is respectfully requested.

In view of the foregoing amendments and remarks, Applicants respectfully requests favorable reconsideration and allowance of the present application.

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

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